REQUEST FOR PROPOSALS

INDIRECT COST ALLOCATION

PLANS

AND

INDIRECT PROPOSALS

CITY OF READING, PENNSYLVANIA

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PROFESSIONAL SERVICES

The City of Reading is soliciting competitive sealed proposals from qualified vendors to prepare Indirect Cost Allocation Plans and ancillary analyses for the City of Reading in accordance with the specifications contained herein.

PROPOSAL SUBMISSION

The original proposal and six (6) copies as well as an electronic copy shall be submitted in a **sealed** envelope that shall plainly indicate on it the title of the proposal and the date for receiving. This shall be delivered to the City Purchasing Coordinator, Rm. 2-45, City Hall, 815 Washington Street, Reading, PA, until 3:00 P.M., prevailing time on Wednesday, June 18, 2014. The envelope shall be clearly labeled as **Indirect Cost Proposals**.

Proposals received at the Office of the Purchasing Coordinator after the hour specified will not be considered.

PRE-PROPOSAL CONFERENCE

There will not be a pre-proposal meeting.

PROPOSER" S CLARIFICATION

By submitting a proposal, the proposer certifies that the RFP has been fully read and that the proposer understands the proposal method and has full knowledge of the scope, nature and quality of work to be performed.

INSURANCE

The Successful Proposer, at the time of execution of the contact, shall also furnish the City with insurance certificates of adequate limits, as later indicated, to protect the City of Reading, its agents, and employees, from any litigation involving Worker's Compensation, Public Liability and Property Damage, involved in the work. All subcontractors must also furnish copies of their liability insurance and Worker's Compensation Insurance certificates to the City. No subcontractor will be allowed to perform any work under this contract by the City unless such certificates are submitted to and approved by the City beforehand.

WORKERS" COMPENSATION AND PUBLIC LIABILITY AND PROPERTY DAMAGE INSURANCE

The status of the Proposer in the work to be performed is that of any independent Proposer and as such, he shall properly safeguard against any and all injury or damage to the public, to public and private property, materials and things, and as such he alone shall be responsible for any and all damage, loss or injury to persons or property that may arise, or be incurred, in or during the conduct or progress of said work without regard to whether or not the Proposer, sub-contractors, agents, or employees have been negligent, and the Proposer shall keep the City free and discharged of and from any and all responsibility and liability therefore of any sort or kind. The Proposer shall assume all responsibility for risks or casualties of every description, for any or all damage, loss or injury to persons or property arising out of

the nature of the work from the action of the elements, or from any unforeseen or unusual difficulty, including all legal defense costs incurred by the City. The Proposer shall assume and be liable for all blame and loss of whatsoever nature by reason of neglect or violation of any Federal, State, County or Local laws, regulations, or ordinances; the Proposer shall indemnify and save harmless the City from all suits or actions at law of any kind whatsoever in connection with this work and shall if required by the City, produce evidence of settlement of any such action before final payment shall be made by the City. Proposer's Liability Insurance Certificate shall include the save harmless clause and shall be filed with the City.

The Proposer shall maintain such insurance as will protect the proposer from claims under worker's compensation acts and from claims for damages because of bodily injury, including death, and property damage, which may arise from and during operations under this Contract, whether such operations be by himself, by any subcontractor or anyone directly or indirectly employed by either of them. Proposer's liability insurance shall be in the names of the Proposer and the City as their respective interests may appear. Each policy and Certificate of Insurance shall contain an endorsement naming the City of Reading as additionally insured. Certificates of such insurance shall be filed with the City.

The minimum amount of liability insurance to be maintained by the Contractor during the life of the contract shall be as follows:

> **Comprehensive General Liability** – for bodily injury and property damage – including any liability normally covered by a general liability policy with limits of not less than $1,000,000 per occurrence and $2,000,000 in the annual aggregate.
>
> **Professional Liability** – in minimum amounts of $1,000,000 per occurrence and $2,000,000 aggregate.

Prior to commencement of performance of this Agreement, Contractor shall furnish to the City a certificate of insurance evidencing all required coverage in at least the limits required herein, **naming the City of Reading, its elected officials, agents, and employees as additional insureds under the Comprehensive General Liability coverage**, and providing that no policies may be modified or cancelled without thirty (30) days advance written notice to the City. Such certificate shall be issued to***: City of Reading, 815 Washington Street, Reading, PA 19601.*** All policies shall be in effect with companies holding an A.M. Best rating of "A-" or better and shall be licensed to do business in the Commonwealth of Pennsylvania. Such companies shall also be acceptable to the City.

Please forward a certificate of insurance verifying these insurance requirements.

All subcontractors performing work under this contract must furnish to the City a copy of their Certificate of Insurance for Workers" Compensation and liability for bodily injury and property damage.

EQUAL EMPLOYMENT OPPORTUNITY

During the performance of this Contract, the Proposer agrees as follows:

The Proposer will not discriminate against any employees or applicant for employment because of race, color, religion, sex, or national origin. The Proposer will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to race, color, religion, sex, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Proposer agrees to post in conspicuous places, available to employees and applicants for employment, notices which may be provided by the City setting forth the provisions of this nondiscrimination clause.

The Proposer will, in all solicitations or advertisements for employees placed by or on behalf of the Proposer, state that all qualified applicants will receive consideration for employment without regard to

race, color, religion, sex, or national origin.

In the event of the Proposer" s noncompliance with the non-discrimination clauses of this Contract or with any of the said rules, regulations, or orders, this Contract may be canceled, terminated, or suspended in whole, or in part and the Proposer may be declared ineligible for further City contracts.

The Proposer will include the provisions of these paragraphs in every subcontract or purchase order unless exempted.

EMPLOYMENT OF CERTAIN PERSONS PROHIBITED

No person who, at the time, is serving sentence in a penal or correctional institution shall be employed on the work covered by this Contract.

ALTERATIONS OR MODIFICATIONS

This contract will be under the direct supervision of the City or its authorized representatives. Any alterations or modifications of the work performed under this contract shall be made only by written agreement between the Proposer and the City authorized representatives and shall be made prior to commencement of the altered or modified work. No claims for extra work or materials shall be allowed unless covered by written agreement.

SUBCONTRACTS

The Proposer will not be allowed to subcontract work under this contract unless written approval is granted by the City. The Subproposer, as approved, shall be bound by the conditions of the contract between the City and the Proposer. The authorization of a Subproposer is to perform in accordance with all terms of the contract and Specifications. All required notices, work orders, directives, and requests for emergency services will be directed to the Proposer. All directions given to the Subproposer in the field shall bind the Proposer as if the notice had been given directly to the Proposer.

RIGHT TO AUDIT RECORDS

The City shall be entitled to audit the books and records of a proposer or any sub-proposer to the extent that such books and records relate to the performance of such contract or sub-contract. Such books and records shall be maintained by the proposer for a period of three (3) years from the date of final payment under the prime contract and by the sub-proposer for a period of three (3) years from the date of final payment under the sub-contract unless a shorter period is otherwise authorized in writing.

DISSEMINATION OF INFORMATION

During the term of the resulting contract, the successful proposer may not release any information related to the services or performance of services under the contract, nor publish any report or documents relating to the City, the account or performance of services under the agreement without prior written consent of the City; and shall indemnify and hold harmless the City, its officers, agents, and employees from all liability which may be incurred by reason of dissemination, publication and distribution, or circulation, in any manner whatsoever, of any information, data, documents, or material pertaining to the City, the account or the contract by the proposer or its agents or employees.

BUSINESS PRIVILEGE TAX

The City of Reading imposes a Business Privilege License at $55.00 per calendar year. In addition, a Business Privilege Tax is imposed at the service rate of 2-1/4 mills upon the gross receipts attributable to business conducted within the City of Reading.

PERMITS/LICENSES

The Proposer shall, at its expense, pay all fees and procure all necessary licenses and permits needed to conduct the work required under the terms of this contract. The Proposer shall give any and all necessary formal notices required in conjunction with the lawful prosecution of the work of this contract.

OBSERVANCE OF LAWS, ORDINANCES AND REGULATIONS

The Proposer at all times during the term of this contract shall observe and abide by all Federal, State, and Local laws which in any way affect the conduct of the work and shall comply with all decrees and orders of courts of competent jurisdiction. The Proposer shall comply fully and completely with any and all applicable State and Federal statutes, rules and regulations as they relate to hiring, wages, and any other applicable conditions of employment.

WITHDRAWAL OF PROPOSALS

Proposers will be given permission to withdraw any proposals after they have been received by the City's Purchasing Coordinator at his/her office, provided said request is in writing and properly signed or by telegram and is received at least two (2) hours prior to the time and date set for the opening. Request by telegram must be confirmed in writing, properly signed, which must be delivered within twenty-four (24) hours of the time and date set for the opening. No proposals may be withdrawn for a period of ninety (90) days following the formal opening and receipt of proposals by the City of Reading.

PROPOSAL REJECTION

The City of Reading reserves the right to reject any or all proposals and to accept or reject any part of any proposal. It also reserves the right to waive any technical defects or minor irregularities, which in its discretion, is in the best interest of the City.

EXECUTION OF CONTRACT

The successful Proposer shall, within ten (10) calendar days after mailing of contract documents by the City to the Principal, enter into contract with the City.

The contract, when executed, shall be deemed to include the entire agreement between the parties; the Proposer shall not base any claim for modification of the contract upon any prior representation or promise made by the representatives or the City, or other persons. All attachments are considered as part of this document.

CONTRACT TERMINATION

The City shall have the right to terminate a contract or a part thereof before the work is completed in the event:

A. Previous unknown circumstances arise making it desirable in the public interest to void the contract.
B. The proposer is not adequately complying with the specifications.
C. The proposer refuses, neglects, or fails to supply properly trained or skilled supervisory personal and/or workers or proper equipment.
D. The proposer in the judgment of the City is unnecessarily or willfully delaying the performance and completion of the work.
E. The proposer refuses to proceed with work when and as directed by the City.
F. The proposer abandons the work.

SCOPE OF SERVICES

The administration of federal grants and contracts usually requires the expenditure of resources of various organizations within City government. Office of Management and Budget Circular OMB A-87 was issued to meet an expressed need for a more uniform approach to determining the costs of federally aided programs. The Circular provides principles and standards for determining both direct and indirect costs applicable to federal grants and contracts administered by state, local and Indian tribal governments. A major revision to the Circular was issued in May 1995 and amended in August of 1997.

The charging of joint or common costs against federal grants and contracts requires the prior preparation of a cost allocation plan. In meeting this requirement, the City of Reading must prepare an annual City-wide central services cost allocation plan. This plan must be successfully negotiated with the City's federal cognizant agency. The City's plan is also subject to single audit. In addition to the plan, the City's Community Development Program must develop indirect cost proposals which are subject to negotiation and/or audit by the U.S. Department of Housing and Urban Development (HUD).

The City desires to ensure that administrative and support costs incurred on behalf of federal and state programs administered by the City are recovered to the maximum extent possible under current guidelines. This objective requires comprehensive documentation of all costs, justification of their benefit to federal programs, accumulation of administrative overhead, and optimal allocation to programs served. Furthermore, designated City personnel should be instructed in the use and application of the plan.

- Develop and prepare detailed indirect cost allocation plan(s) and indirect cost proposals for the City of Reading in accordance with Office of Management and Budget Circular OMB A-87 and OASC-10. The plans will be based on financial and statistical information for each of the fiscal years ended December 31, 2013, 2014 and 2015. The plan(s) must be prepared using an established cost allocation system and must provide a double apportionment costing methodology (at least one level of cross allocations among central services) as well as showing all calculated indirect costs allocated to each individual City department and/or agency.

- Develop and prepare supplemental schedules and indirect cost proposals based on the A-87 plan for all City Departments which administer federal/state grants and contracts. The schedules are to illustrate gross indirect costs, direct charges and net indirect costs as well as the computation of carry-forwards and proposed indirect costs, where applicable. In addition, as required, develop indirect cost rates for all applicable departments and successfully negotiate these rates as may be required. Provide instruction and guidance to departmental and program personnel in applying and claiming indirect cost rates and/or actual amounts to applicable grants and contracts.

- Concurrent with the federal (A-87) plan and to the same level of detail, develop and prepare a full overhead cost allocation analysis which goes beyond the principles contained in OMB A-87 to identify the total indirect costs incurred by the City in support of all departments, enterprise funds, special revenue funds and other beneficiaries of service. The full costing plan may be prepared based on actual expenditures for the fiscal year identified in this document.

- Review the City's data collection procedures, allocation bases, indirect cost pools, and methods of distributing costs for appropriateness and also to identify alternative methodologies which may favorably impact indirect cost recoveries.

- Incorporate strategies and procedures previously implemented by the City that may be superior, in terms of potential recovery, to strategies and procedures that would otherwise be implemented.

- Instruct designated City personnel in the specifics of indirect costing, including cost analysis and cost flow structuring, statistical collection and development techniques, interviewing, plan summarization and organization, theory of computation and plan implementation. Identify available data which can be effectively incorporated into the indirect cost allocation plans and determine opportunities for simplifying data collection activities for future plans.

- Conduct periodic monitoring to assure the City that all allowable cost recoveries are being realized.

- Identify opportunities to back claim indirect costs on grants which remain open and/or to offset indirect costs against direct costs questioned or disallowed under audit.

- Identify opportunities to utilize indirect costs as "matching" or in-kind services in conjunction with federal/state program requirements. The cost allocation plan must be flexible enough to develop billings for administrative costs to enterprise funds and other special revenue and trust funds of the City of Reading.

- Analyze current and proposed federally funded programs administered by the City, the contribution of central services to their operation, and the existing and potential recovery of indirect costs.

- Provide the City with up-to-date consultation and instruction relating, to the revised guidelines and principles contained in Office of Management and Budget Circular A87, "Cost Principles for State, Local and Indian Tribal Governments." This should include recommendations for record keeping and other issues regarding the allowability of costs identified by the revised Circular.

- The City's assistance to the project will be limited to answering questions, providing liaison services with other City departments and very limited assistance in gathering data.

PROJECT DELIVERABLES

The successful contractor will be required to provide the following products in the performance of the contract:

- An oral and written presentation of enhancements to the City's central services cost allocation program.

- Follow-up meetings with the City's Administrative Services Department and with all City departments administering federal/state programs. These meetings will involve plan review and instruction for appropriate claiming procedures relative to proposed indirect costs.

- Ten (10) copies of the federal (A-87) cost allocation plan(s) proposing costs for the fiscal years indicated above.

- Ten (10) sets of supplemental schedules and indirect cost proposals based on the federal (A-87) plan.

- Ten (10) copies of the full overhead cost allocation plan(s) for the fiscal years identified above.

- Ten (10) sets of supplemental schedules which identify the total costs incurred by the City in support of enterprise, special revenue and other activities within City government

PERFORMANCE STANDARDS

The services to be performed by the contractor shall be undertaken in such sequence so as to assure their expeditious completion and to best carry out the objectives of the City. Each proposal shall include an anticipated time frame for performing necessary tasks in developing the plan and negotiating its approval.

All services of the contractor, with the exception of those related to negotiations or audit defense, shall be completed within ten (10) weeks of notice of award.

Contractor shall perform any additional tasks that may reasonably relate to preparation, negotiation, or defense of the plans and proposals prepared, for a period of up to three (3) years following the date of original submission of each year's plans and indirect cost proposals to the City.

The contractor will provide periodic progress reports on the state of the engagement as deemed necessary by City officials. The contractor will provide the City with copies of all documents and materials prepared as part of the project. This includes copies of the work papers in conjunction with the cost allocation plan.

The City will enter into a fixed fee contract. The contractor will not request fees or expenses in addition to the fixed contract amount regardless of the actual time or other expenses incurred in preparing, negotiating or subsequently defending the plan(s). An estimated maximum number of hours and the hourly rates by staff classification shall be included.

Billings should show the total professional hours by classification together with applicable rates with extension. Billings shall cover a period of not less than a calendar month.

QUALIFICATIONS OF CONSULTING FIRM

- List all consulting personnel who will participate in the engagement. Indicate the experience, educational and professional background of each in preparing cost allocation plans subject to OMB A-87 as well as full overhead costing for City governments during the past three years. Include resumes for all engagement staff.

- Present a list of state, county and city cost allocation and indirect cost recovery plans completed during the past three (3) years by the personnel listed above, with (a) name of state, city or county, (b) client contact with telephone number, and (c) federal negotiator with whom each plan was negotiated.

- Identify all indirect cost recovery programs subject to OMB A-87 completed during the past two (2) years by your firm.

- Submit at least one (1) example of a central service cost allocation plan proposed by your firm for a local government unit, preferably a city plan.

GUARANTEES BY CONSULTING FIRM

The consultant will defend the City for a period of three (3) years with the City's single auditor and any other program auditor, if the cost allocation plan is reviewed by federal or state representatives.

The consultant will not request additional fees from the City regardless of the actual time or other expenses incurred relative to this engagement.

INFORMATION REQUIRED WITH PROPOSALS

Qualifications and Experience.

Demonstrate the experience of the individual, firm or organization in conducting efforts of the nature and scope required by this Request for Proposal.

Identify the key personnel to be assigned to render the services required.

Provide a list of past experience.

Stability.

Demonstrate the ability and continuity of both staff and management of the individual, firm or organization.

Minority and Woman Enterprise Participation and Participation By Labor Surplus Area and Section 3 Firms.

If the individual, firm or organization qualifies under any of these five categories, the individual, firm or organization shall set forth the basis so that the City of Reading can determine which categories (s) are applicable.

Minority owned business firm
Woman owned business firm
Labor surplus area business firm
Section 3 business firm

COMPENSATION

EVALUATION OF PROPOSALS

The City of Reading will evaluate each written proposal, determine whether oral discussions with the individuals, firms or organizations are necessary, then based on the content of the written proposal and any oral discussions, select the best qualified for the assignment and which is most advantageous to the City of Reading, price and all other factors considered.

The evaluation will be based upon the following areas:

Completeness of response to the RFP
Relevant experience
WBE/MBE
Stability
Price

The Offeror must insure that employees and applicants for employment are not discriminated against because of their race, color, religion, sex, national origin, disability, or familial status and those requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, are met.

All successful bidders must meet the terms and conditions of:

- 24 CFR Part 85
- OMB Circular A-87
- Section 3 of the Intergovernmental Cooperation Act of 1968
- Section 109 of the Housing Act of 1974
- Title VI of the Civil Rights Act
  Executive Order 11246, Equal Employment Opportunity, if the Contract exceeds $10,000.
- The Fair Housing Act, as amended.
- Any program regulations about Conflict of Interest.
- Federal Access to Records.
- Executive Order 11625 and section 504 of the Rehabilitation Act of 1973.
- The American Disabilities Act of 1990.

ASSIGNMENT OF KEY STAFF

The key member(s) of the contract identified must be assigned to the contract and must remain assigned to the contract for its duration, unless the City agrees in writing to modify the assignment. If a key member leaves during the course of the contract, the City must be notified immediately, and the

contractor must submit the replacements name and credentials for approval by the City prior to that person starting work on the contract.

SELECTION COMMITTEE AND PROCEDURE FOR REVIEW OF PROPOSALS

A Selection Committee will be established to review and evaluate all proposals submitted in response to this Request for Proposals (RFP). The Committee shall conduct a preliminary evaluation of all proposals based on the information provided. The Committee will first review each proposal for compliance with the minimum qualifications and mandatory requirements of the RFP. Failure to comply with any mandatory requirements may disqualify a proposal.

The City reserves the right to reject any and all proposals and to waive minor irregularities. The City further reserves the right to seek new proposals when such a procedure is reasonably in the best interest of the City to do so.

QUESTIONS REGARDING SPECIFICATIONS OR PROPOSAL PROCESS:

To ensure fair consideration for all proposers, the City prohibits communication to or with any department director, division manager or employee during the submission process with the exception of those questions relative to interpretation of specifications or the proposal process. No interpretations of the meaning of the RFP documents will be made to any bidder orally. Every request for such interpretation shall be in writing to the City of Reading Purchasing Office, and to be given consideration must be received in writing prior to 10:00 A. M. on June 2, 2014. Direct inquiries to:

Tammi Reinhart, Purchasing Coordinator
City Hall, Rm. 2-45
815 Washington Street
Reading, PA 19601
FAX - (610) 655-6427
tammi.reinhart@readingpa.org

Any and all such interpretation will be in the form of an Addendum to the Contract Documents and will be issued to all prospective proposers no later than June 10, 2014.

Additionally, the city prohibits communications initiated by a proposer to any City Official or employee evaluating or considering the proposals prior to the time an award decision has been made. Any communication between proposer and the City will be initiated by the appropriate City Official or employee in order to obtain information or clarification needed to develop a proper, accurate evaluation of the proposal. Such communications initiated by a proposer may be grounds for disqualifying the offending proposer from consideration for award of the proposal and/or any future proposal.

NON-COLLUSION AFFIDAVIT

INSTRUCTIONS FOR NON-COLLUSION AFFIDAVIT

This Non-Collusion Affidavit is material to any contract pursuant to this bid. According to the Pennsylvania Antibid-Rigging Act, 73 P.S. 1611 et seq., governmental agencies may require Non-Collusion Affidavits to be submitted together with proposals.

This Non-Collusion affidavit must be executed by the member, officer, or employee of the proposer who is authorized to legally bind the proposer.

Bid/Proposal rigging and other efforts to restrain competition, and the making of false sworn statements in connection with the submission of proposals are unlawful and may be subject to criminal prosecution. The person who signs the Affidavit should examine it carefully before signing and assure himself or herself that each statement is true and accurate, making diligent inquiry, as necessary, of all other persons employed by or associated with the proposer with responsibilities for the preparation, approval, or submission of the bid.

In the case of a proposal submitted by a joint venture, each party to the venture must be identified in the proposal documents, and an Affidavit must be submitted separately on behalf of each party.

The term "complementary bid/proposal" as used in the Affidavit has the meaning commonly associated with that term in the RFP process, and includes the knowing submission of proposals higher than the proposal of another firm, any intentionally high or noncompetitive proposal, and any form of proposal submitted for the purpose of giving a false appearance of competition.

Failure to file an Affidavit in compliance with these instructions will result in disqualification of the proposal.

NON-COLLUSION AFFIDAVIT

State of _____

County of _____

_____, being first duly sworn, deposes and says that:

He/She is_____ of the Proposer that has
(Owner, Partner, Officer, Representative or Agent)
submitted the attached Proposal;

He/She is fully informed respecting the preparation and contents of the attached Proposal and of all pertinent circumstances respecting such Proposal;

Such Proposal is genuine and is not a collusive or sham Proposal;

Neither the said Proposer nor any of its officers; partners, owners, agents, representatives, employees or parties in interest, including this affidavit, has in any way colluded, conspired, connived or agreed, directly or indirectly, with any other Proposer, firm or person to submit a collusive or sham Proposal in connection with the Contract for which the attached Proposal is submitted or to refrain from submitting in connection with such Contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication of conference with any other Proposer, firm or person to fix the price or prices in the attached Proposal or of any other Proposer, or to fix any overheld, profit or cost element of the Proposal price or the Proposal price of any other Proposer, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the City of Reading or any person interested in the proposed Contract;

The price or prices quoted in the attached Proposal are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Proposer or any of its agents, representatives, owners, employees, or parties in interest, including this affidavit; and,

Neither the said Proposer nor any of its officers, partners, owners, agents or parties in interest, have any interest, present or prospective, that can be reasonably construed to result in a conflict of interest between them and the City of Reading, which the Proposer will be required to perform.

I state that _____understands
(Name of Firm)

and acknowledges that the above representations are material and important, and will be relied on by the City of Reading in awarding the Contract(s) for which this Bid is submitted. I understand and my firm understands that any misstatement in this Affidavit is and shall be treated as fraudulent concealment from the City of Reading of the true facts relating to the submission of bids for this Contract.

_____
(Name and Company Position)

SWORN TO AND SUBSCRIBED
BEFORE ME THIS _____DAY
OF _____, 20___

_____ My Commission Expires:
Notary Public

NON DISCRIMINATION STATEMENT

The undersigned hereby certifies that it shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, handicap, familial status, or national origin. The undersigned shall take affirmative action to insure that applicants for employment are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, handicap, familial status, or national origin.

_____

_____
BIDDER

_____
TITLE

PROVIDER'S CERTIFICATION OF NON-INDEBTEDNESS
TO THE CITY OF READING

Provider hereby certifies and represents that Provider and Provider's parent company(ies) and subsidiary(ies) are not currently indebted to the City of Reading (the "City"), and will not at any time during the term of this Contract (including any extensions or renewals thereof) be indebted to the City, for or on account of any delinquent taxes, liens, judgments, fees or other debts for which no written agreement or payment plan satisfactory to the City has been established. In addition to any other rights or remedies available to the City at law or in equity, Provider acknowledges that any breach or failure to conform to this certification may, at the option of the City, result in the withholding of payments otherwise due to Provider and, if such breach or failure is not resolved to the City's satisfaction within a reasonable time frame specified by the City in writing, may result in the offset of any such indebtedness against said payments and/or the termination of this Contract for default (in which case Provider shall be liable for all excess costs and other damages resulting from the termination).

_____
Name of Provider

By: _____
Authorized Signatory

Title: _____
President or Vice President

Attest: _____